

Crime

Policy document



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Data protection statement

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via www.zurich.co.uk/dataprotection

How you can contact us

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via gbz.general.data.protection@uk.zurich.com or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

Important notes

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to any relevant database.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Our complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Your Crime policy

This policy is a contract between **you** and **us**.

This policy and any schedule and endorsement should be read as if they are one document.

We will insure **you** during any period of insurance for which **we** have accepted **your** premium. **Our** liability will in no case exceed any limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract

In the UK the law allows both **you** and **us** to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon **your** address stated in the schedule. If there is any dispute as to which law applies it will be English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this policy and any schedule and endorsement carefully and if they do not meet **your** needs contact **us** or **your** broker or insurance intermediary.

Definitions

Certain words in this policy have a specific meaning. These words and their meanings are given below and apply wherever the words appear in bold.

Act of fraud or dishonesty

Any single, continuous or repeated act of fraud or dishonesty.

Additional costs

- a) Renting fee for temporary replacement equipment and temporary additional premises
- b) costs of additional external workforce and overtime of **employees**
- c) costs related to transportation of equipment or documents which have been incurred by **you** in which the **loss** has been **discovered**.

Assets

Money, property or **securities** belonging to **you** or under **your** custody and control and for which **you** are legally liable.

Benefits

Any type of compensation or the equivalent value thereof other than salary and wages including but not limited to:

- a) perquisites, fringe benefits, bonus payments
- b) incentive or deferred compensation
- c) the value of any actual, beneficial or contingent rights to benefits, incentives or other compensation whose value is imputed or derived in any way from the value of **your securities** including but not limited to share options, share grants, restricted shares or share warrants
- d) medical or insurance benefits and payments due to any person in connection with an employee benefit plan or pension scheme.

Business

Your usual activities as stated in the schedule.

Counterfeiting

The intentional imitation of any currency notes or coins such that **you** are deceived on the basis of the quality of the imitation to believe that the imitation is the authentic original currency.

Discovered or discovery

The moment at which **you** or any director, officer, partner, departmental head or other senior manager or the equivalent of them becomes aware of any fact that gives reasonable grounds to believe that the insured **loss** under this policy has been or may be incurred even though the exact amount or details of the **loss** may not then be known.

Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with **you**
- b) i) under a work experience or similar scheme
- ii) hired or borrowed from **you** from another employer
- and subject to the same controls and procedures as the persons mentioned in a)

and working for and under the direct control or supervision of **you** or **your** relevant employee in the conduct of the **business**.

But excluding:

- i) any partner in **you**
- ii) any **employee** who at the time of committing any **act of fraud or dishonesty** controls more than 5% of the issued share capital of **you**
- iii) any director or trustee of **you** if a corporation who is not also an **employee** or officer of **you** in some other capacity
- iv) any external auditor, broker, factor, commission merchant, consignee, contractor, other agent, representative or equivalent thereof.

Excess

The amount for which **you** are responsible and which will be deducted from any payment under this policy as ascertained after the application of all other terms and conditions of this policy.

Extended reporting period

The period stated in the schedule immediately following the expiry of this policy.

Extortion

A threat to personally injure any **employee**, director or officer or their family members or to damage or destroy any **assets** or computer systems, software or programs owned by **you** or for which **you** are legally liable.

Forgery

The signing by hand of another natural person's name, or the endorsing or amending by hand without authority of any cheque, draft, promissory note or bill of exchange given by or received by **you** with the intent to deceive in consequence of which **you** have acted or transferred funds or goods.

Mechanically or electronically produced or reproduced signatures will be treated as hand written signatures.

Indemnification period

Period of 30 days immediately starting after the **waiting period**.

Limit of indemnity

The maximum amount that **we** will pay in respect of any one **loss**.

Loss

Direct financial loss sustained by **you**.

Money

Currency, coin, bank notes, bullion or funds.

Nuclear installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

Nuclear reactor

Any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Property

Your tangible property other than **money** or **securities**.

Securities

Any bond, debenture, note, share, stock or other equity or security for debt including any certificate of interest or participation in, receipt for, warrant or other right to subscribe to or to purchase, voting trust certificate relating to or other interest in any of the foregoing items representing **money** or **property**.

Third party

Any natural person other than an **employee**.

Waiting period

The period of 48 hours starting from the **discovery** of the **loss**.

We, us, our or ours

Zurich Insurance Company Ltd.

You, your or yours

The policyholder as stated in the schedule.

Section 1 – Employee dishonesty

The cover

We will indemnify **you** for **loss** arising from loss of **assets** resulting directly from any **act of fraud or dishonesty** committed on or after the retroactive date stated in the schedule by an **employee** acting alone or in collusion with others which is first **discovered** during the period of insurance and notified to **us** in accordance with general condition 3.

Exclusion to section 1

This section does not cover:

1. Prior knowledge of fraud or dishonesty

any **act of fraud or dishonesty** committed by any **employee** from and after the time that **you** or any director, officer, departmental head, senior manager or the equivalent of them not acting in collusion with such **employee** has knowledge or information that such **employee** has committed any **act of fraud or dishonesty** whether such act be committed before or after the date of commencement of employment by **you**.

Provisions to section 1

1. Cancellation on discovery

The insurance provided under this policy in respect of any **employee** will be deemed to be cancelled immediately upon **discovery** by **you** or any director, officer departmental head, senior manager or the equivalent of them not in collusion with such **employee** of any **act of fraud or dishonesty** committed by that **employee** and any further **acts of fraud or dishonesty** committed by that **employee** are not insured.

2. Dealing and trading

In respect of any **act of fraud or dishonesty** committed by any **employee** who is engaged in trading or dealing in **securities**, valuable papers, commodities, foreign exchange, derivatives, loans, transactions in the nature of a loan or other extension of credit and the like **you** will prove conclusively that such **acts of fraud or dishonesty** were committed by the **employee** with the clear intention of causing **you** to suffer **loss** and to obtain and result in improper financial gain for that **employee** or any other person or entity intended by the **employee** to receive such gain.

Provided always that salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions and other **benefits** will not constitute improper financial gain.

3. Non-identification

If a **loss** is alleged to have been caused by an **act of fraud or dishonesty** by any **employee** and **you** are unable to discover the identity of the actual **employee** we will indemnify **you** provided always that the evidence submitted proves beyond reasonable doubt that the **loss** was caused by the **act of fraud or dishonesty** of one or more **employee**.

Section 2 – Computer fraud and funds transfer fraud

The cover

We will indemnify **you** for **loss** by theft committed on or after the retroactive date stated in the schedule which is first **discovered** during the period of insurance and notified to **us** in accordance with general condition 3 of:

- a) **assets** due to any fraudulent or dishonest misuse or manipulation by a **third party** of the computer hardware, software programs or systems operated by **you**
- b) **your** funds or those for which **you** are responsible at law from an account maintained by **you** at a financial institution following fraudulent electronic, telegraphic, cable, telephone or written instructions to debit such account and to transfer, pay or deliver funds from such account and which instructions purport to have come from **you** but which are fraudulently altered, transmitted or issued by a **third party** or are a forgery
- c) **your** funds following authorised instructions from **you** to a financial institution holding **your** funds in an account to:
 - i) set up new payee account details
 - ii) alter the payee account details of a **third party** with which **you** already transact business

where such payee account details are shown to be false and to have originated from a **third party** whose intent was to cause **you loss** by gaining funds from **you** to which they were not legally entitled.

Provided always that **we** will not be liable under this clause for:

- 1) any **loss** which is not first **discovered** during the period of insurance
- 2) the first £25,000 of any **loss** or any amount stated in the schedule as the **excess** whichever is the greater
- 3) more than £250,000 for all **losses discovered** in any one period of insurance or the amount stated in the schedule as the **limit of indemnity** in the aggregate whichever is the lesser.

Section 3 – Forgery and counterfeiting

The cover

We will indemnify **you** for **loss** occurring on or after the retroactive date stated in the schedule which is first **discovered** during the period of insurance and notified to **us** in accordance with general condition 3:

- a) of **assets** resulting from **forgery**
- b) arising from the acceptance by **you** in good faith in exchange for **money**, goods or services of any post office or express money order issued or purporting to have been issued by any post office or express office if such money order is not paid on presentation
- c) arising from **counterfeiting**.

Section 4 – General extensions

4.1 Bilateral extended reporting period

In the event that either **we** do not renew or **you** do not renew or replace this policy which will include any scheme of self-insurance then **you** will have the right to a single **extended reporting period** as stated in the schedule in respect of any **loss discovered** during such **extended reporting period** and notified to **us** in accordance with general condition 3 but only in respect of **losses** the cause of which occurred prior to the expiry of the period of insurance.

Provided always that:

- a) **your** right to the **extended reporting period** will terminate unless **you** give **us** written notice of **your** intention to invoke this right within 30 days of the effective date of non-renewal of this policy
- b) **you** pay the additional premium stated in the schedule
- c) once **you** have elected to invoke the **extended reporting period** the entire additional premium for it will be deemed earned at its commencement
- d) any **extended reporting period** will not apply in the event of cancellation of this policy due to non-payment of premium.

4.2 Business interruption

We will indemnify **you** for all reasonable **additional costs** necessarily incurred during the **indemnification period** and after the **waiting period** arising from a covered **loss**.

Provided always that:

- a) these **additional costs** are beyond **your** usual operational costs and necessary for the restoration of the normal course of the operations of the **business**
- b) **our** liability during any one period of insurance will not exceed 10% of the **limit of indemnity** stated in the schedule and this limit will form part of and not be in addition to the **limit of indemnity** stated in the schedule.

4.3 Contractual penalties

We will indemnify **you** for any contractual penalty assumed by and enforced against **you** under a written contract resulting directly from **loss** insured under this policy.

Provided always that **our** liability in respect of all **losses** incurred as contractual penalties during any one period of insurance will not exceed 10% in the aggregate of the **limit of indemnity** stated in the schedule and this will form part of and not be in addition to the **limit of indemnity** stated in the schedule.

4.4 Employee benefit plans

We will indemnify the trustees of any pension fund or other **employee benefits** scheme set up by **you** to provide benefit to **employees** in respect of insured **loss** under this policy provided always that any payment **we** make under this clause will form part of and not be in addition to the **limit of indemnity** stated in the schedule.

4.5 Extortion by employees

We will indemnify **you** for **loss** arising from **extortion** by any **employee**.

Provided always that:

- a) prior to the surrender of any **assets** the person receiving the threat has made a reasonable effort to report the threat to a **director** or to another **employee** and **you** have made a reasonable effort to report the threat to the relevant authority
- b) **our** liability during any one period of insurance will be £50,000 in the aggregate and this will form part of and not be in addition to the **limit of indemnity** shown in the schedule.

4.6 Interest

We will indemnify **you** for the amount of any reduction in interest receivable or additional interest payable by **you** resulting directly from a **loss** covered under this policy provided always that **our** liability for such interest will be calculated by applying the average base rate in force by the Bank of England between the date of sustaining such **loss** and the date of **discovery** of such **loss**.

4.7 Investigation costs

We will indemnify **you** in respect of all reasonable costs and expenses necessarily incurred to establish the extent of any **loss** covered under this policy.

Provided always that:

- a) **we** will not pay for any remuneration due to any **director, employee**, officer or partner or the equivalent of them the cost of their time or any overhead costs
- b) any payment **we** make under this clause will form part of and not be in addition to the **limit of indemnity** stated in the schedule.

4.8 New entities

If **you**:

- a) consolidate or merge with
- b) acquire majority voting rights, control of
- c) acquire the assets of

another entity cover is immediately provided to such entity where such entity:

- i) has gross annual turnover which is less than 25% of **your** gross annual turnover and has less than 25% of **your** total **employees**
- ii) does not undertake any activities which vary materially from **your** activities as advised to **us**
- iii) complies with the controls and procedures adopted by **you** as advised to **us**
- iv) has not in the preceding 3 years suffered **loss** of a type covered by this policy whether insured or not which was greater than 25% of the amount of the **excess** stated in the schedule.

Provided always that:

- 1) **you** will give written notice to **us** of all entities added to the insurance under this policy by virtue of this clause within 30 days of the date of such addition and failure to give such notice will be an election by **you** for that entity not to be included under this policy
- 2) **you** will provide **us** with all information concerning the addition that **we** may require and will pay any additional premium required by **us** and failure to pay such additional premium within 30 days of request by **us** will be an election by **you** for that entity not to be included under this policy
- 3) the insurance provided by this extension will only apply to **losses** occurring after the date of any addition to this policy.

4.9 Reconstitution of data

We will indemnify **you** for the reasonable costs incurred in rewriting or amending the software programs or systems where such rewriting or amendment is necessary to correct the programs or amend the security codes following the fraudulent use of the computer hardware, software programs or systems operated by **you** and which was the subject of a claim under this section.

Provided always that **our** liability will not exceed £25,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the **limit of indemnity** stated in the schedule.

4.10 Run off cover for ceased subsidiary companies

In respect of any entity which is being sold or discontinued during the period of insurance and which was previously forming part of **you we** will continue to indemnify **you** for direct loss of **assets** committed whilst such entity was part of **you**.

Provided always that this extension will not apply if **you** have no contractual liability for loss of **assets** committed prior to the date of sale or discontinuance of such entity.

General exclusions

This policy does not cover:

1. Consequential loss

consequential or indirect loss of whatsoever nature except as covered under sections 4.3, 4.6, 4.7 and 4.9

2. Damages and fines

damages, fines, penalties or taxes of whatsoever nature except contractual penalties as provided for under section 4.3

3. Defence costs

the costs of defending any legal proceedings brought against **you** or the fees, costs or expenses incurred or paid by **you** in prosecuting or defending any legal proceedings whether or not such legal proceedings result or would result in a **loss** to **you** under this policy except as may be stated specifically elsewhere in this policy

4. Extortion kidnap and ransom

loss arising out of or in connection with **extortion** except by any **employee**, kidnap, ransom or any threat of such

5. Inter insured

loss sustained by one part of **you** to the benefit of any other part of **you**

6. Inventory or profit and loss computation

loss or that part of any loss as the case may be the proof of which is either to its factual existence or to its amount dependent solely upon an inventory computation or a profit and loss computation

7. Nuclear and war risks, government or public authority order and sonic bangs

death, injury, disablement or loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation**, **nuclear reactor** or other nuclear assembly or nuclear component thereof
- c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e)
 - i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
 - ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
- f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

8. Prior circumstances and claims

any claim:

- a) arising from or in consequence of any circumstance, fact, matter or occurrence that might give rise to a claim that was reported under any other insurance policy prior to inception of this policy or that was disclosed in the latest information, materials or statements supplied to **us** by **you**
- b) alleging or deriving from the same or similar facts or that has the same originating source or cause as the matters alleged in any claims made against **you** prior to the inception of this policy

9. Proprietary information and trade secrets

loss of or arising from intangible property or the accessing of confidential information including but not limited to intellectual rights, trade secrets, proprietary information, patents, trademarks, copyrights, computer programs, customer information or confidential processing methods except to the extent that such intangible property or confidential information is used to support or facilitate the committing of a criminal act that constitutes or results in a **loss** as otherwise covered under this policy

10. Retroactive date

any **loss** the cause of which occurred before the retroactive date stated in the schedule

11. Terrorism

any loss or damage, consequential loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

- a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - i) involves violence against one or more persons
 - ii) involves damage to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

In any action or suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided under this policy the burden of proving that cover is provided under this policy will be upon **you**.

General conditions

1. Arbitration

If **we** admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute before the arbitrator has reached a decision.

2. Cancellation

We may cancel this policy or any section of it or the insurance in respect of any **employee** by giving 14 days notice in writing by special delivery mail to **your** last known address and in such event **you** will be entitled to a return of premium in respect of the unexpired insurance provided always that there have been no claims under the policy during the period of insurance.

3. Change in circumstances

You must notify **us** as soon as possible during the period of insurance if there is any change in circumstances which materially increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change **we** will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to **us** then **we** may no longer be able to provide **you** with cover.

If **you** do not notify **us** of any such change this policy may be affected in one or more of the following ways depending on what **we** would have done had **we** known about the change in circumstances:

- a) if **we** would not have continued to provide **you** with any cover **we** may treat this policy as if it did not exist from the date of the change in circumstances; or
- b) if **we** would have applied different terms to the cover **we** may treat this policy as if those different terms applied from the date of the change in circumstances; and/or
- c) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.

4. Claims notification and proof of loss

As soon as reasonably practicable upon the **discovery** of **loss** and whether or not **you** intend to make a claim under this policy **you** will notify **us** in writing but in any event no later than 30 days after the expiry of the period of insurance or any **extended reporting period**. Such notice will include but not be limited to a description of the circumstances leading to the **loss** and the names if known of the persons causing such **loss**.

In addition **you** will provide **us** with proof of **loss** within 6 months of the **discovery** of any insured **loss** under this policy or with **our** prior consent within such additional time as **you** may request such consent not to be unreasonably withheld by **us**.

5. Contracts (Rights of Third Parties) Act 1999 clarification clause

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a **third party** which exists or is available apart from that Act.

6. Contractual right of renewal (tacit)

If **you** pay the premium to **us** using **our** Direct Debit instalment scheme **we** will have the right (which **we** may choose not to exercise) to renew this policy each year and continue to collect premiums using this method. **We** may vary the terms of this policy (including the premium) at renewal. If **you** decide that **you** do not want **us** to renew this policy provided **you** tell **us** or **your** broker or insurance intermediary before the next renewal date **we** will not renew it.

7. Excess

You will not effect any insurance or bond in respect of the amount of any **excess** stated in this policy.

8. Fair presentation of the risk

- a) At inception and renewal of this policy and also whenever changes are made to it at **your** request **you** must:
 - i) disclose to **us** all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
- b) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless **we** may from the relevant date specified in clause d):
 - i) treat this policy as if it had not existed; and
 - ii) not return the premium paid by **you**.

- c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless the cover, meaning this policy or the changes made to it, may be affected from the relevant date in clause d) in one or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:
 - i) if **we** would not have provided **you** with the cover **we** will have the option to treat the cover as if it had not existed and repay the premium paid for such cover; or
 - ii) if **we** would have applied different terms to the cover **we** will have the option to treat this policy as if those different terms apply; and/or
 - iii) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.
- d) Clauses b) and c) apply with effect from inception, renewal or the date of the changes, depending on when the non-compliance occurred. **We** may also recover any claims payments which have already been made to the extent that the cover under which such payments were made is being treated as if it did not exist or as if it had been subject to different terms under which the claim would not have been payable.

9. Fraudulent claims

If **you** or anyone acting on your behalf:

- a) makes a fraudulent or exaggerated claim under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this policy for loss or damage which **you** or anyone acting on **your** behalf or in connivance with **you** deliberately caused; or
- e) realises after submitting what **you** reasonably believed was a genuine claim under this policy and then fails to tell us that **you** have not suffered any loss or damage; or
- f) suppresses information which **you** know would otherwise enable **us** to refuse to pay a claim under this policy

we will be entitled to refuse to pay the whole of the claim and recover any sums that **we** have already paid in respect of the claim.

We may also notify **you** that **we** will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If **we** terminate this policy under this condition **you** will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of you this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

10. Joint liability

- a) If **you** comprises more than one party the entity set out as **you** in the schedule will act for itself and be deemed to act as the sole agent for **you**. All parties comprising **you** are deemed to have consented and agreed that rights of action under this policy are not assignable except with **our** prior written consent
- b) **you** have the sole right to file notice or proof of loss, adjust, receive or enforce payment of any loss
- c) payment of any **loss** will fully release **us** on account of such **loss**. If **we** agree to make payment to an entity other than **you** such payment will be deemed to have been made to **you**
- d) **you** have the sole right to bring legal proceedings arising under or in connection with this policy
- e) **our** aggregate liability for all losses sustained by any or all of the entities forming part **you** will not exceed the amount for which **we** would be liable if all losses were sustained by any one of the entities forming part of **you**.

11. Limits of indemnity

- a) The **limit of indemnity** as stated in the schedule will be the maximum liability payable under this policy for each covered **loss discovered** during the period of insurance
- b) where more than one **loss** arises from one **act of fraud or dishonesty** or other occurrence insured under this policy or from a series of **acts of fraud or dishonesty** or such occurrences which are connected causally with another or which are by any means inter-related or interconnected they will be deemed to be a single **loss** notwithstanding the number of **loss** notifications that have been made and such single **loss** will be attributed solely to the period of insurance or the **extended reporting period** if applicable during which the first **loss** arising from such series of **acts of fraud or dishonesty** or other occurrences was **discovered**.

12. Liquidation, takeover and the like

The insurance provided under this policy will be deemed to be cancelled immediately:

- a) upon the liquidation whether voluntary or compulsory of **you**, the appointment of a Receiver or manager or the entering into of any Scheme of Arrangement or composition with creditors
- b) upon control of **you** being taken over by any government or by officials appointed by any government or competent authority.

13. Loss settlement

We may with **your** consent settle any claim for loss of **property** with the owner of the **property**. Any **property** for which **we** have made indemnification will become **our property**.

We may at **our** discretion pay such actual cash value or make such repairs or replacements. If **we** and **you** cannot agree upon such cash value or such cost of repairs or replacements such cash value or such cost will be determined in accordance with general condition 1.

14. Other insurances

If at the time of any occurrence giving rise to a claim there is any other insurance effected by **you** or on **your** behalf providing an indemnity in respect of such claim **our** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy in whole or in part or from contributing proportionally **our** liability under this policy will be limited to any excess beyond the amount which would be payable under such other insurance had this policy not been effected.

15. Payment by instalments

Reference to the payment of premium includes payment by monthly instalments. If **you** pay by this method this policy remains an annual contract.

16. Prosecution

You will if and when required by **us** but at **our** expense if a conviction is obtained use all diligence in prosecuting to conviction any person by whose dishonesty a claim will have been made under this policy.

17. Recoveries

Any sums recovered following payment under this policy will after the deduction of the costs incurred in the course of such recovery be distributed as follows:

- a) firstly to **you** in respect of any sum by which the amount of the **loss** exceeded the **limit of indemnity**
- b) secondly to **us** to the extent of the claim paid or payable
- c) finally to **you** for the amount of any **excess** applicable.

18. Sanctions

Notwithstanding any other terms of this policy **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **yours** would violate any applicable trade or economic sanctions law or regulation.

19. Submission of records

In the event of a **loss** **you** will immediately upon **our** request deliver to **us** all pertinent records, information, explanation and other evidence as may be reasonably required for the purposes of investigating or verifying the **loss** together with if required a statutory declaration of the truth of the **loss** and of any matters connected with it.

20. Subrogation

We may at any time at **our** own expense take such steps as **we** may deem necessary to obtain recovery from any party or person not entitled to indemnity under this policy including such person's estate of any **loss** which **we** have paid or become liable to pay under this policy and for this purpose use **your** name who will as and when required give all necessary information and assistance to **us**. **You** will do nothing after a **loss** to prejudice **our** rights to obtain such recovery and if **you** waive **your** claim against an **employee** or **third party** **we** will be free from **our** obligation to indemnify **you** to the extent that **we** would otherwise have had the right to effect recovery.

21. Valuation

a) **Securities**

In no event will **we** be liable in respect of **securities** for more than the actual cash value of them at the close of business on the business day preceding the day on which the **loss** was **discovered**.

b) **Books of accounts and records**

In the case of **loss** of or damage to **property** consisting of books of accounts or other records other than electronic data used by **you** in the conduct of the **business**, **we** will be liable under this policy only if such books or records are actually reproduced and then for not more than the cost of blank books, blank pages or other materials plus the cost of labour and computer time for the actual transcription or copying of data which will have been furnished by **you** in order to reproduce such books and other records.

c) **Electronic data**

In the event that a **loss** as insured under this policy results in the destruction, erasure or theft of electronic data used by **you** while such data is stored within **your** computer systems **we** will be liable under this policy only if such data is actually reproduced and the insurance under this policy will only apply in respect of the cost of labour for the actual transcription or copying of data which will have been furnished by **you** in order to reproduce such electronic data.

d) **Foreign currency**

If a foreign currency being a currency other than the currency in which this policy is written is involved in a **loss** insured under this policy then for the purpose of any calculation required in the settlement of a claim the rate of exchange will be the rate as offered by **our** London Clearing Bank on the date of such settlement.

e) **Other property**

We will not be liable in respect of other property not included in the above, for more than its actual cash value at the time of **loss** or for more than the actual cost of repairing such other **property** or of replacing same with **property** or material of like quality and value, provided always that the actual cash value of such other **property** held by **you** as a pledge or as collateral for an advance or a loan, will be deemed not to exceed the value of the **property** as determined and recorded by **you** when making the advance or loan nor in the absence of such record the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

Zurich Insurance Company Ltd

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